

FILED

1 MIGUEL MARTINEZ
2 1002 EAST AVENUE
3 APT # J 7
4 LANCASTER, CA 93535-6808
5 PH# 661 917 3707
6 Justmigu82@gmail.com
7

2018 AUG 27 PM 3:58

CLERK U.S. DISTRICT COURT
CENTRAL DIST. OF CALIF.
LOS ANGELES

BY: EL

8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

11 MIGUEL MARTINEZ
12 Plaintiff,
13 vs.
14 CREDIT ONE BANK
15 Defendant.

LA CV18-7497-DMG (AGR)

CASE NO.

FAIR DEBT COLLECTIONS

**FAIR CREDIT
REPORTING ACT**

ROSENTHAL ACT

19 **I. COMPLAINT
INTRODUCTION**

21 1. This is an action for damages brought by an individual consumer against
22 Defendants for violations of the Fair Debt Collection Practices Act, 15 U.S.C. §
23 1692, et seq. Fair Credit Reporting Act , 15 U.S.C. § 1681 et seq. The California
24 Rosenthal Act, Civil Code § 2932.5, § 2923.5 & 1785.25 et seq mirrors (FDCPA).

26 The Fair Debt Collection Practices Act and Fair Credit Reporting Act , 15
27 U.S.C. § 1681 s-2 both of which prohibit debt collectors from engaging in false

1 or misleading representation
2

3 **II. JURISDICTION AND VENUE**

4 2. This Court has jurisdiction under: 15 U.S.C. sec. 1692 k (d), 28 U.S.C.
5 sec. 1331, and 28 U.S.C. sec. 1337. Supplemental jurisdiction exist for the state
6 law claims pursuant to 28 U.S.C. § 1367. Venue is proper pursuant to: 28 U.S.C.
7 § 1391(b) where that the defendant transact business here and the conduct
8 complained of occurred here.
9

10 **III. PARTIES**
11

12 3. Plaintiff(s) Miguel Martinez a natural person resided at California.
13 Plaintiff(s) is a consumer within the meaning of 15 U.S.C. sec. 1692 a (3), 15
14 U.S.C. § 1681 a (c).
15

16 4. Defendant: CREDIT ONE BANK. doing business in
17 CALIFORNIA, operating from an address: P.O. Box 98872 LAS VEGAS, NV
18 89193-8872
19

20 5. Defendant regularly engaged as furnishers of consumer Transunion,
21 Experian, Equifax credit file. Defendant regularly attempt to collect consumer
22 debt alleged to be due to another. 15 USC 1962e] (8) Communicating or
23 threatening to communicate to any person credit information which is known
24 or which should be known to be false, including the failure to communicate
25 that a disputed debt is disputed.
26
27

1 7. Defendant are all entities or individuals who contributed to or
2 participated in, or authorized the acts or conspired with the name Defendants to
3 commit the acts and do the things complained of which caused the injuries and
4 damages to Plaintiff as set forth below. Each of the parties, named and fictitious,
5 acted as principal and agent each of the other, and combined and concurred
6 each with the other in committing the acts that injured the Plaintiff.
7
8

9
10 8. Plaintiff is a “consumer” as defined by the Rosenthal Act, California Civil
11 Code 1788.2(h).
12

13 **IV. STATEMENT OF FACTS**

14 9. Comes now Miguel Martinez who does herby file complaint for violation
15 of damages under (FDCPA) 807 (8) 15 U.S.C sec. 1692 et seq. (FCRA) 623
16 (a)(3) § 623; and the California Rosenthal Act Civil Codes sec. 1785.25(a) et seq.
17
18

19 10. This matter arise from a credit report provided to the plaintiff Martinez,
20 revealing the defendant, Credit One Bank disputed charged off illegitimate
21 charges. Plaintiff has a closed, # 444796223314... upon his credit
22 profile that reads as negative accounts.
23
24

25 11. Beginning around July, 2013, an imposter, using Plaintiff name
26 and his previous address on 44135 Coral Drive Lancaster, California
27 submitted a loan application to Credit One Bank.
28

1 12. Credit One Bank granted the imposter's application and approved the
2 credit loan # 444796223314... in Plaintiff's name.
3

4 13. In April, 2018. Credit One Bank discovered the fraud, closed and charged
5 off the account # 444796223314...
6

7 14. Around, 6/2018. Plaintiff credit profile reads charged off amounts and
8 the account closed... The Credit One Bank defendant continues to misrepresent
9 an outstanding credit loan that the plaintiff never got. Still, after the debt was
10 disputed/ charged off the credit reporting agency reported the status of the
11 account as being a bad or adverse debt with a zero balance.
12
13

14
15 15. On January 13, 2018. Plaintiff inquired for a home loan through Guidance
16 Residential along which required income, employment, and financial position
17 determined to be evaluated with Plaintiff credit history to qualify.
18

19
20 16. Plaintiff was made aware of damaging credit worthiness, and has made
21 repeated vein attempts with CRA's to re-investigate reports in dispute requesting
22 deletion of inaccuracies account # 444796223314... or at the least good standing
23 status by CRA's reporting of obsolete information after inaccuracy had been
24 brought to their attention.
25

26
27 17. Plaintiff had no knowledge defendant Credit One Bank has been reporting
28 on his credit profile. Plaintiff has a charged off amount \$2,396 whom to this day

1 had been given no justification for the amount to be collected.

2 18. The Plaintiff reports show that CRA's had received notice of
3 Plaintiff dispute. Plaintiff had no knowledge of any business relationship with the
4 defendant. Defendant Credit One Bank has not provided to plaintiff an accounting
5 of the alleged debt nor any contract or other legal justification for attempting to
6 collect on the alleged debt.

7
8 19. Plaintiff obtained and informed his 3 consumer credit reports agencies
9 Experian, Equifax, Transunion that their credit reports included inaccurate
10 information. The reports is misleading to such an extent that it can be expected
11 to adversely affect credit decisions.

12
13 20. Congress gave consumers the right to dispute the accuracy of information
14 in credit reports and to require CRAs to conduct a "reasonable reinvestigation"
15 into the accuracy of a report. Id. 1681i(a)(1)(A).

16
17 21. Accordingly, a purpose of the FCRA is "to require that consumer
18 reporting agencies adopt reasonable procedures for meeting the needs of
19 commerce for consumer credit, personnel, insurance, and other information in a
20 manner which is fair and equitable to the consumer...." Id. 1681(a).

21
22 22. Plaintiffs also contends that the credit-reporting agencies did not
23 investigate these errors, even after the plaintiffs had notified the agencies of the
24
25

1 errors on his reports. Defendant violated the Fair Credit Reporting
2 Act and its California state-law counterparts because (1) they did not use
3 “reasonable procedures to assure maximum possible accuracy” in reporting debts
4 discharged in charge off, 15 U.S.C. § 1681e(b), and (2) after being informed of
5 the credit-report errors, Defendants did not “conduct a reasonable reinvestigation
6 to determine whether the disputed information [was] inaccurate,” 15 U.S.C. §
7 1681i(a). See also Cal. Civ. Code §§ 1785.14(b), 1785.16; Cal.
8

9
10
11 23. In order to comply with Section 623(b) when a consumer disputes the
12 accuracy of information reported by the defendant to a consumer reporting
13 agency, defendant shall either verify the information with the original account
14 records within the time period set forth in the Fair Credit Reporting Act or take all
15 necessary steps to delete the information from the files of all consumer reporting
16 agencies to which the information was reported. In any situation where the
17 defendant either knows that no original records exist, or is informed by the
18 original creditor that no records exist, the defendant shall, within five business
19 days after receiving the consumer dispute, notify all consumer reporting agencies
20 to which the information has been provided that the information is to be deleted
21 from the file of the consumer who has disputed the account.
22

23 24. Experian, Transunion, Equifax, is a credit reporting agency within the
24 Meaning FCRA 15 U.S.C 1681 (f).
25
26

1
2 25. Consumer credit reporting is a consumer report within the meaning FCRA
3
4 15 U.S.C 1681 a(d).

5
6 26. The FCRA 15 U.S.C sec 1681b defines the permissible purposes for
7 which A person may obtain a consumer credit report. As to defendants
8 inquiry pull, the Plaintiff is/ was not at any given time involved in the any
9 related underlying credit transaction, nor had Plaintiff participated in the any
10 transaction in writing otherwise.

11
12 27. The actions of the defendant obtaining consumers credit
13 report With no validation for permissible purposes or contract bearing signature
14 between Defendant and plaintiff consent are clear and willful violations of FCRA,
15 15 U.S.C §1681b and an illegal practices against Plaintiff's right to privacy.

16
17 28. Plaintiff discovery of violations brought forth herein occurred in
18 January 2018 and are within statute of limitations as defined on the FCRA, 15
19 U.S.C sec 1681p FDCPA 15 U.S.C Sec. 1692k (d).

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21
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23
24
25 **v. CAUSE OF ACTION**

26
27 **FIRST CAUSE OF ACTION**

Violations of FDCPA 15 U.S.C 1962 e,g

(as against defendant(s)): CREDIT ONE BANK

29. Plaintiff re-alleges and incorporates paragraphs 9-28. Plaintiff is a Consumer within the meaning of the FDCPA 15 U.S.C sec 1692a (3) Credit One Bank are debt collectors within the meaning of FDCPA 15 U.S.C. sec 1692a(6)

30. Plaintiff re-alleges and incorporates paragraphs 9-28. Based on the foregoing consumers credit reports. The defendant FDCPA violations include but are not limited to the following:

Credit One Bank violated 15 U.S.C. § 1692e(8) communicating or threatening to communicate to any person credit information which should be known to be false, including the failure to communicate that a disputed debt is disputed.

31. Plaintiff re-alleges and incorporates paragraphs 9-28. Defendants violated the FDCPA. Defendants violations include, but are not limited to, the following:

(a) The Defendants violated 15 U.S.C. § 1692d by engaging in conduct the natural consequence of which is to harass, oppress, and abuse persons in connection with the collection of the alleged debt;

(b) The Defendant violated 15 U.S.C. § 1692e(2) by misrepresenting the

1 legal status of the debt;
2

3 (c) The Defendant violated 15 U.S.C. § 1692e(10) by using a false
4 representation and deceptive means to collect or attempt to collect any debt or
5 to obtain information regarding a consumer;

6 (d) The Defendant violated 15 U.S.C. § 1692 f by using unfair or
7 unconscionable means to collect or attempt to collect a debt;

8 (e) The Defendant violated 15 U.S.C. § 1692f(1) by attempting to
9 collect an amount not permitted by law.

10 32. As a result of the above violations of the FDCPA, Defendants are liable
11 to the Plaintiff for Plaintiff's actual damages, statutory damages, and court fees
12 and costs Pursuant to 15 U.S.C. § 1692k

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17 **SECOND CAUSE OF ACTION**

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19 **AS AGAINST DEFENDANT(S):**

20
21 Violations of FCRA 15 U.S.C 1681s-2 (a)(3), 1681b
22
23 (as against defendant(s): Credit One Bank
24
25 33. Plaintiff re-alleges and incorporates paragraphs 9-32. Based on the
26 Foregoing consumers credit reports. The defendant FCRA violations
27 include but are not limited to the following:
28
29 Experian, LLC violated 15 U.S.C. § 1681s-2 (a)(3) Duty to
30 provide notice of dispute. If the completeness or accuracy of any information

1 furnished by any person to any consumer reporting agency is disputed to such
2 person by a consumer, the person may not furnish the information to any
3 consumer reporting agency without notice that such information is disputed by
4 the consumer.

5 34. Plaintiff re-alleges and incorporated paragraphs 9-32. Based on the
6 Forgoing consumers credit reports. The Defendants willfully & negligently
7 violated the FCRA. Defendant's violations include, but are not limited to, the
8 following: 1681s-2(a)(3). §

9 35. Subsection 1681s-2(b) provides that, after receiving a notice of dispute, t
10 he furnisher shall: 1681i(a)(2) (requiring CRAs promptly to provide such
11 notification containing all relevant information about the consumer's dispute).
12 See § These obligations are triggered "upon notice of dispute"-that is, when a
13 person who furnished information to a CRA receives notice from the CRA that
14 the consumer disputes the information. Section 1681s-2(b) imposes a second
15 category of duties on furnishers of information.

16 conduct an investigation with respect to the disputed information; (A)
17 review all relevant information provided by the [CRA] pursuant to section
18 1681i(a)(2) . ; (B) report the results of the investigation to the [CRA]; (C)
19 if the investigation finds that the information is incomplete or inaccurate, report
20 those results to all other [CRAs] to which the person furnished the information . ;
21 and (D) if an item of information disputed by a consumer is found to be
22 inaccurate or incomplete or cannot be verified after any reinvestigation under
23 paragraph (1) . (i) modify . (ii) delete[or] (iii) permanently block the reporting
24
25
26
27
28

1 of that item of information [to the CRAs].
2
3

4 **THIRD CAUSE OF ACTION**
5

6 **VIOLATION OF Rosenthal Fair Debt Collection Practices Act, *Cal. Civ. Code***
7

8 **§1788 et seq. (RFDCPA)**
9

10 **(As against Defendant(s) Credit One Bank**
11

12 36. Plaintiff alleges and incorporates the information in paragraphs 9 through 35.
13

14 37. Plaintiff is a consumer within the meaning that is defined by *Cal. Civ. Code* §
15 1788.2(h)
16

17 38. Defendants are debt collectors within the meaning of §1788.2(c)
18

19 39. Defendant violated the §1788.17 of the RFDCPA by continuously failing to
20 comply with the statutory regulations contained within the FDCPA, 15
21 *U.S.C. §1692 et seq.*
22

23 i. Defendant violated §1692d of the FDCPA by engaging in conduct the natural
24 consequence of which is to harass, oppress, or abuse the Plaintiff.
25 ii. Defendant violated §1692d(5) of the FDCPA by causing a telephone to ring
26 repeatedly and continuously with the intent to annoy, abuse, and harass
27 Plaintiff.
28

29 **v. REQUEST FOR RELIEF**
30

31 **WHEREFORE**, the Plaintiff requests : Credit One Bank
32

33 40. That this court grants judgment against defendant for first claim for
34

Relief 1.) actual damages by jury 2.) punitive & statutory damages 15

U.S.C sec 1692 (1) 1692 f(6) remedies 1692 k, Rosenthal act \$1,000

Per statute 3.) legal cost and fees. 4.) Any relief as the court see fit.

41. That this court grants judgment against defendants for second claim for

Relief 1.) actually damages to be determined by jury 2.) punitive and

statutory damages FCRA 15 U.S.C sec 1681b \$5000.00 3.) court fees and

cost 4.) any reliefs as court see fit.

42. That this court grants judgment against Defendants for: Third claim for

relief pursuant to the Rosenthal Fair Debt Collection Practices Act, *Cal. Civ.*

Code §1788.30(b), and Costs and reasonable attorneys' fees pursuant to the

Rosenthal Fair Debt Collection Practices Act, *Cal. Civ. Code* §1788.30(c), and

any other relief that this Honorable Court deems appropriate.

1.) Actual damages to be determined by jury 2.) punitive & statutory

damages pursuant to the Rosenthal Fair Debt Collection Practices Act, *Cal. Civ.*

Code §1788.30(b), § 1785.25(a) \$1,000.00 3.) Court fees and cost pursuant to

the Rosenthal Fair Debt Collection Practices Act, *Cal. Civ. Code* §1788.30(c)

4.) Any relief as court sees fit.

Date:

1 Sign:

2 Print: *Miguel Martinez*

3

4

5 **DEMAND FOR JURY TRIAL**

6

7 Plaintiff hereby request a jury trial on all issues raised in this complaint

8

9

10 Date: *8/27/2018*

11 Sign: *Miguel Martinez*

12 Print: *Miguel Martinez*



CREDIT ONE BANK #444796223314***

PO BOX 98872
LAS VEGAS, NV 89193-8872
(877) 825-3242

Date Opened:	07/08/2013	Date Updated:	07/15/2018	Pay Status:	>Charged Off<
Responsibility:	Individual Account	Payment Received:	\$0	Terms:	Paid Monthly
Account Type:	Revolving Account	Last Payment Made:	11/15/2017	Date Closed:	04/13/2018
Loan Type:	CREDIT CARD	Original ChargeOff:	\$2,396	>Maximum Delinquency of 120 days in 04/2018 and in 06/2018 for \$600<	

Estimated month and year that this item will be removed: 12/2024

	07/2018	06/2018	05/2018	04/2018	03/2018	02/2018	01/2018	12/2017	11/2017	10/2017
Balance	\$2,396	\$2,309	\$2,223					\$1,693	\$1,785	\$1,690
Scheduled Payment		\$116	\$112					\$85	\$90	\$85
Amount Paid	\$0	\$0	\$0					\$184	\$0	\$69
Past Due	\$2,396	\$600	\$488					\$0	\$0	\$0
Credit Limit	\$1,850	\$1,850	\$1,850					\$1,850	\$1,700	\$1,700
High Balance	\$2,396	\$2,309	\$2,223					\$1,785	\$1,785	\$1,700
Remarks	>PRL<	CBG	CBG							
Rating	C/O	120	120	120	90	60	30	OK	OK	OK

MIGUEL A MARTINEZ | Report number 2200-0842-36 | December 26, 2017 | Print | 15 of 18

COMENITYBANK/TRWRDSV

41277770041....

\$699 as of 11/25/2017 01/2016

Open.

Account name	Account number	Recent balance	Date opened	Status
CREDIT ONE BANK	444796223314....	\$1,693 as of 12/13/2017	07/2013	Open.
PO BOX 98875 LAS VEGAS, NV 89193 877 825 3242	Type	Credit limit or original amount	Date of status	
	Credit card	\$1,850	08/2014	
Address identification number	Terms	High balance	First reported	
0558732871	NA	\$1,785	07/2013	
		Monthly payment	Responsibility	
		\$85	Individual	
		Recent payment amount		
		\$184		

Account history

2017												2016												2015						
Dec	Nov	Oct	Sep	Aug	Jul	Jun	May	Apr	Mar	Feb	Jan	Dec	Nov	Oct	Sep	Aug	Jul	Jun	May	Apr	Mar	Feb	Jan	Dec	Nov	Oct	Sep			
OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK			
2014																														
Oct	Sep	Aug	Jul	Jun	May	Apr	Mar	Feb	Jan	Dec	Nov	Oct	Sep	Aug	Jul	Jun	May	Apr	Mar	Feb	Jan	Dec	Nov	Oct	Sep					

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1615 WILCOX AVE
LOS ANGELES
CA
90028-9998
05453/0028
(800)275-8777 5:33 PM
02/01/2018
(CHESTER, PA 19016)
(Weight: 0.66 oz)
(Estimated Delivery Date)
(Monday 02/05/2018)
Certified Mail # 1 \$3.45
(@USPS Certified Mail #)
(7014349000226016221)
First-Class Mail \$0.50
Letter (Domestic)
(ALLEN, TX 75013)
(Weight: 0.16 0.80 oz)
(Estimated Delivery Date)
(Monday 02/05/2018)
Certified Mail # 1 \$3.45
(@USPS Certified Mail #)
(7015091000005631416)
Total \$7.90

Debit Card Reimit'd \$7.90
(Card Name:Debit Card)
(Account #:XXXXXXXXXX7691)
(Approval #:)
(Transaction #:274)
(Receipt #:014044)
(Debit Card Purchase:\$7.90)
(Cash Back:\$0.00)

Text your tracking number to 28777
(2USPS) to get the latest status.
Standard Message and Data rates may
apply. You may also visit USPS.com
USPS tracking or call 1-800-222-1811.

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quick and easy check-out. Any Retail
Associate can show you how.

Exhibit 4

Product Description	Quantity	Sale Price	Final Price
First-Class Mail	1	\$0.50	
Letter (Domestic) (CHESTER, PA 19016) (Weight: 0 Lb 1.00 Oz) (Estimated Delivery Date) (Monday 07/30/2018)		\$3.45	
First-Class Mail		\$0.50	
Letter (Domestic) (ALLEN, TX 75013) (Weight: 0 Lb 1.00 Oz) (Estimated Delivery Date) (Monday 07/30/2018)		\$3.45	
CERTIFIED (@USPS Certified Mail #) (701733800002628076)			
Total		\$7.90	
Debit Card Remit'd (Card Name: VISA) (Account #: XXXXXXXXX2954) (Approval #:) (Transaction #: 866) (Receipt #: 020770) (Debit Card Purchase: \$7.90) (Cash Back: \$0.00) (Entry Mode: Chip) (AID: A0000000360840) (Application Label: US DEBIT) (PIN: Verified by PIN) (Cryptogram: 52CB01E168FAAE3) (CVR: 420000) (IAD: 06010A03600000) (TSI: 6800)			

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<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.50

Total Postage and Fees \$3.95

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<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.50

Total Postage and Fees \$3.95

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0558732871

Account name
CBC INNOVIS**Date of request**
10/27/2016**Address identification number**
0558732871**Comments**Installment loan on behalf of LOGIX FEDERAL CREDIT UNI.
This inquiry is scheduled to continue on record until Nov 2018.**Account name**
WFB AUTO**Date of request**
09/30/2016PO BOX 29704
PHOENIX, AZ 85038
610 364 3154**Comments**

Unspecified. This inquiry is scheduled to continue on record until Oct 2018.

Address identification number
0558732871**Account name**
LOGIX FEDERAL CU**Date of request**
09/12/2016PO BOX 6759
BURBANK, CA 91510
800 328 5328**Comments**

Auto loan. This inquiry is scheduled to continue on record until Oct 2018.

Address identification number
0558732871Inquiries shared only with you **Account name**
BARCLAYS BANK DELAWARE**Date of request(s)**
12/12/2017100 SOUTH WEST AVE
WILMINGTON, DE 19801
866 283 6635**Account name**
BALANCECREDIT.COM**Date of request(s)**
12/11/2017
08/30/2017180 N WACKER DR STE 300
CHICAGO, IL 60606
855 942 2526**Account name**
FREEDOM PLUS/CRB**Date of request(s)**
12/04/20171875 S GRANT ST STE 400
SAN MATEO, CA 94402
888 950 4829**Account name**
CREDIT ONE BANK**Date of request(s)**
11/22/2017PO BOX 98875
LAS VEGAS, NV 89193
877 825 3242**Account name****Date of request(s)**